**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF ILLINOIS**
**EASTERN DIVISION**

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| LAVELLE LAW, LTD., | ) | |
| | ) | |
| Plaintiff, | ) | |
| | ) | |
| v. | ) | Case No. |
| | ) | |
| GORDANA GLIGORIC, JERRY LEWIN, | ) | |
| AND CHICAGO HOME INVESTMENTS, | ) | |
| LLC | ) | |
| Defendants. | ) | |

**COMPLAINT FOR**
**INTERPLEADER AND OTHER RELIEF**

NOW COMES Plaintiff Lavelle Law, Ltd. ("Lavelle" or "Plaintiff"), by and through its attorneys, and for its Complaint for Interpleader and Other Relief (the "Complaint") against Defendants Gordana Gligoric ("Gligoric"), Jerry Lewin ("Lewin") and Chicago Home Investments, LLC ("Chicago Home") (collectively referred to as "Defendants"), respectfully states as follows:

## NATURE OF THE ACTION

1. This is an interpleader action pursuant to Fed. Civ. Pro. R. 22 and 28 U.S.C. § 1335.

2. This interpleader action requests that this Court determine and adjudicate the proper allocation of the proceeds in the sum of $244,986.07 held by Lavelle, as the escrow agent, pursuant to that certain Escrow Agreement (the "Escrow Agreement") executed by Lavelle and Defendants. See Escrow Agreement, attached hereto as **Exhibit 1.**

3. In connection with the Escrow Agreement, the Defendants also executed the Agreement (the "Agreement"), an Operating Agreement (the "Operating Agreement") and the Amendment thereto (the "Amendment") and accordingly, this action similarly requests that this

Court determine and adjudicate the rights and obligations of the Defendants pursuant thereto. See Agreement, Operating Agreement and the Amendment, attached hereto as **Exhibits 2, 3** and **4** respectively.

4. Finally, Lavelle also seeks damages in unpaid attorneys' fees and costs in relation to Gligoric's breach of the Contract for Legal Services executed by Lavelle and Gligoric as well as attorneys' fees and costs incurred by Lavelle, as the escrow agent pursuant to the Escrow Agreement. See Contract for Legal Services, attached hereto as **Exhibit 5;** Ex. 1 (Escrow), ¶ 7.

## THE PARTIES

5. Lavelle is an Illinois corporation operating its principal place of business at 501 W. Colfax, Palatine, IL, 60067.

6. Gligoric is a citizen of the State of Texas residing at 15039 Pastura Pass, Helotes, Texas, 78023.

7. Lewin is a citizen of the State of Illinois residing at 105 Remington Drive, Barrington, Illinois 60611.

8. Chicago Home was an Illinois limited liability company which was involuntarily dissolved on January 24, 2014. Chicago Home's members are Gligoric and Lewin.

## JURISDICTION AND VENUE

9. Jurisdiction is proper pursuant to 28 U.S.C. § 1332 and § 1335 because there are two or more adverse claimants of diverse citizenship, including Gordana and Lewin and Lavelle and Gordana. Gordana resides in Texas and Lavelle and Lewin reside or operate its principal place of business in Illinois.

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and (c) because a substantial part of the events giving rise to the claims herein occurred in this judicial district.

Defendants created Chicago Home, an Illinois limited liability company, and transacted business in Cook County, Illinois in relation to the purchase, remodel and sale of the parcels of real property located at 2745 North Artesian, Chicago, Illinois (the "Artesian Property") and 5404 N. Sayre Avenue, Chicago, Illinois (the "Sayre Property") (collectively referred to as the "Properties").

11. Jurisdiction and venue are also proper in this Court because the Agreement executed by the Defendants states that they consent to the exclusive jurisdiction and venue of any court, state or federal, located in Cook County, Illinois. See Ex. 2 (Agreement), at ¶ 8.

## FACTUAL ALLEGATIONS

12. On or about January 24, 2014, Gligoric and Lewin executed the Operating Agreement for Chicago Home. See Ex. 3 (Operating).

13. Gligoric alleges that the Operating Agreement she executed stated that both Lewin and Gligoric each held a 50% membership interest in Chicago Home. See Ex. 2 (Agreement) at p. 1; Ex. 3 (Operating).

14. Lewin alleges that the Operating Agreement he executed stated that his membership interest in Chicago Home was 51% and that Gligoric's was 49%. Id.

15. On or about April 10, 2015, Gligoric and Lewin executed the Amendment to the Operating Agreement, which amends the Operating Agreement to reflect that the ownership interests of Chicago Home are to be split evenly between Lewin and Gligoric, each as 50% member of Chicago Home. See Ex. 4 (Amendment).

16. The Amendment to the Operating Agreement states in relevant part:

> Provided that the managing members are not deadlocked on any issue related to the LLC or the real estate, Ms. Gligoric shall pay all of the remaining monthly installment mortgage payments of approximately $2,550.35 per month, insurance premiums and utility bills until the sale of the real estate has been completed. In the event there is a deadlock between the managing members then Ms. Gligoric shall not be required to make any

> further payments, until the deadlock is resolved. Ms. Gligoric will be reimbursed for all of these payments out of the proceeds of the sale of the property that are in excess of the existing mortgage. In addition, Ms. Gligoric shall receive all of the advances/loans that she previously made to or for the benefit of the LLC and the real estate contained therein from the proceeds of the sale of the property after the first mortgage is paid off and said payment shall have priority over the payments of all other monies including, distribution of profit to the members of the LLC. Any monies advanced by Mr. Lewin to or for the benefit of the LLC and the real estate shall have priority over the distribution of profit to the members of the LLC.

Id.

17. On October 29, 2015, Gligoric and Lavelle executed a Contract for Legal Services pursuant to which Lavelle agreed to perform certain legal services on Gligoric's behalf, including contract negotiation and the closing on the Artesian property in exchange for monthly, timely payments from Gligoric for the same. See Ex. 5 (Contract).

18. On November 25, 2015, Lavelle and Defendants executed the Escrow Agreement pursuant to which they agreed to tender the proceeds in the amount of $244,986.07 from the sale of the Artesian Property to Lavelle, as escrow agent. See Ex. 1 (Escrow), ¶ 1.

19. On November 25, 2015, Lavelle attended the closing and obtained the escrow funds in the sum of $244,986.07 from the sale of the Artesian Property and placed the same in the escrow account.

20. On or about December 15, 2015, Defendants executed the Agreement pursuant to which Lewin was to deliver various documents relating to the Properties to Gligoric c/o Lavelle. See Ex. 2 (Agreement), ¶ 3(a-j).

21. The purpose of the Agreement was to aid the Defendants in resolving their disputes regarding the distribution of the sale proceeds, the expenditure of monies relating to the Properties and the construction/rehab projects thereon.

22. Lavelle received the document production from Lewin and tendered the same to Gligoric.

23. In addition, the Parties dispute whether Lewin is entitled to the sum of approximately $10,000.00 for payments he allegedly made on Gligoric's behalf, which Gligoric was required to pay pursuant to the Amendment. See Ex. 4 (Amendment).

24. Defendants have been unable to resolve their dispute regarding distribution of the sale proceeds and the expenditure of monies relating to the Properties and the construction/rehab projects thereon.

25. According to the Escrow Agreement, in the event that the Defendants are unable to resolve their dispute, Lavelle may deposit the escrow funds with this Court via an interpleader proceeding. See Ex. 1 (Escrow), ¶ 3.

26. Finally, Gligoric has failed to pay Lavelle its attorneys' fees and costs incurred in relation to its representation of Gligoric in this matter. Similarly, Lavelle seeks its attorneys' fees and costs incurred in relation to the Escrow Agreement and the escrow funds. See Ex. 1 (Escrow), ¶ 7.

## COUNT I
## INTERPLEADER

27. Lavelle hereby incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

28. Gligoric and Lewin are adverse claimants who are claiming or may claim to be entitled to the escrow funds, which Lavelle possesses as the escrow agent.

29. The proceeds held in the escrow account exceeds the sum of $500.00.

30. The proceeds held in the escrow account equal the sum of $244,986.07.

31. As Gligoric and Lewin have claims in relation to the escrow funds that may expose Lavelle to double liability, Lavelle seeks that this Court adjudicate the rights and obligations of the Defendants herein and allow Lavelle to deposit the sum of $244,986.07 in escrow funds with the Registry of the Court.

WHEREFORE Plaintiff Lavelle Law, Ltd. respectfully requests that this Court enter an Order as follows:

A. Allowing Lavelle to deposit the escrow funds in the sum of $244,986.07 with the Registry of the Court;

B. Adjudicating and determining the rights and obligations of the parties herein and allocating the escrow funds accordingly;

C. Awarding Lavelle Law, Ltd. its attorneys' fees and costs in relation to the Escrow Agreement and the escrow funds; and

D. Any other relief that this Court deems just and proper.

## COUNT II
## BREACH OF CONTRACT

32. Lavelle hereby incorporates by reference all preceding paragraphs of this Complaint as if fully set forth herein.

33. On May 26, 2015, Lavelle and Gligoric executed the Contract for Legal Services whereby Lavelle agreed to provide legal services to Gligoric and Gligoric agreed to pay Lavelle for those legal services. See Ex. 5 (Contract).

34. Lavelle sent monthly invoices (the "Invoices") to Gligoric for legal services performed on Gligoric's behalf.

35. Pursuant to the Contract for Legal Services, Gligoric agreed to pay each of the Invoices within ten (10) days of the billing date. Id.

36. Pursuant to the Contract for Legal Services, if no comment or inquiry is received regarding the Invoices within thirty (30) days of the billing statement date, Lavelle shall assume that Gligoric has reviewed the bill and found it acceptable.

37. Gligoric failed to pay Lavelle for legal services performed by Lavelle and accordingly, Gligoric defaulted under the terms of the Contract.

38. Lavelle demanded payment from Gligoric, but Gligoric has failed and refused to make payment.

39. Lavelle performed all of its obligations under the Contract for Legal Services.

40. Pursuant to the Contract for Legal Services, Lavelle is entitled to interest at the rate of 1.5% per month. Id.

41. After all just credits and deductions, Lavelle is entitled to judgment, in the amount of $6,198.98, interest at the rate of 1.5% per month, plus attorneys' fees and costs incurred in this proceeding and in relation to the Escrow Agreement.

WHEREFORE, Lavelle Law, Ltd. respectfully requests that this Court enter judgment, in its favor and against Defendant Gordana Gligoric in the amount of $6,198.98, interest at the rate of 1.5% per month thereon, plus attorneys' fees and costs incurred in this proceeding and in relation to the Escrow Agreement, as well as any other further relief this Court deems just.

Respectfully Submitted,

LAVELLE LAW, LTD.

By: /s/ Jennifer S. Burt__________
One of Its Attorneys

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